

Exhibit 1741 to the Cisneros  
Declaration, Revised Version –  
Redacted



## Hiring Policies and Protocols

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## Hiring Policies and Protocols

# Overview

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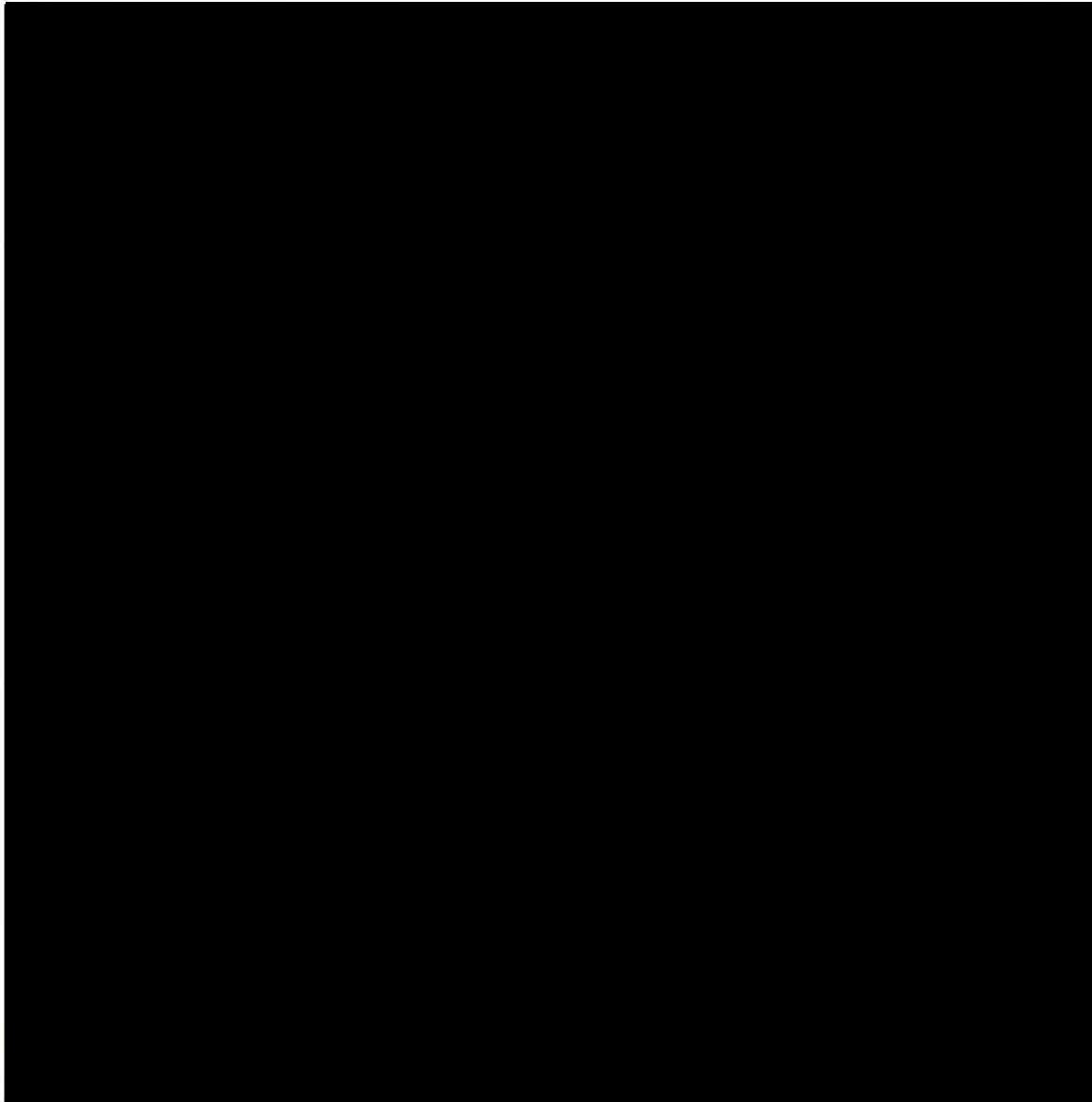
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# Google

## Google's Hiring Guidelines



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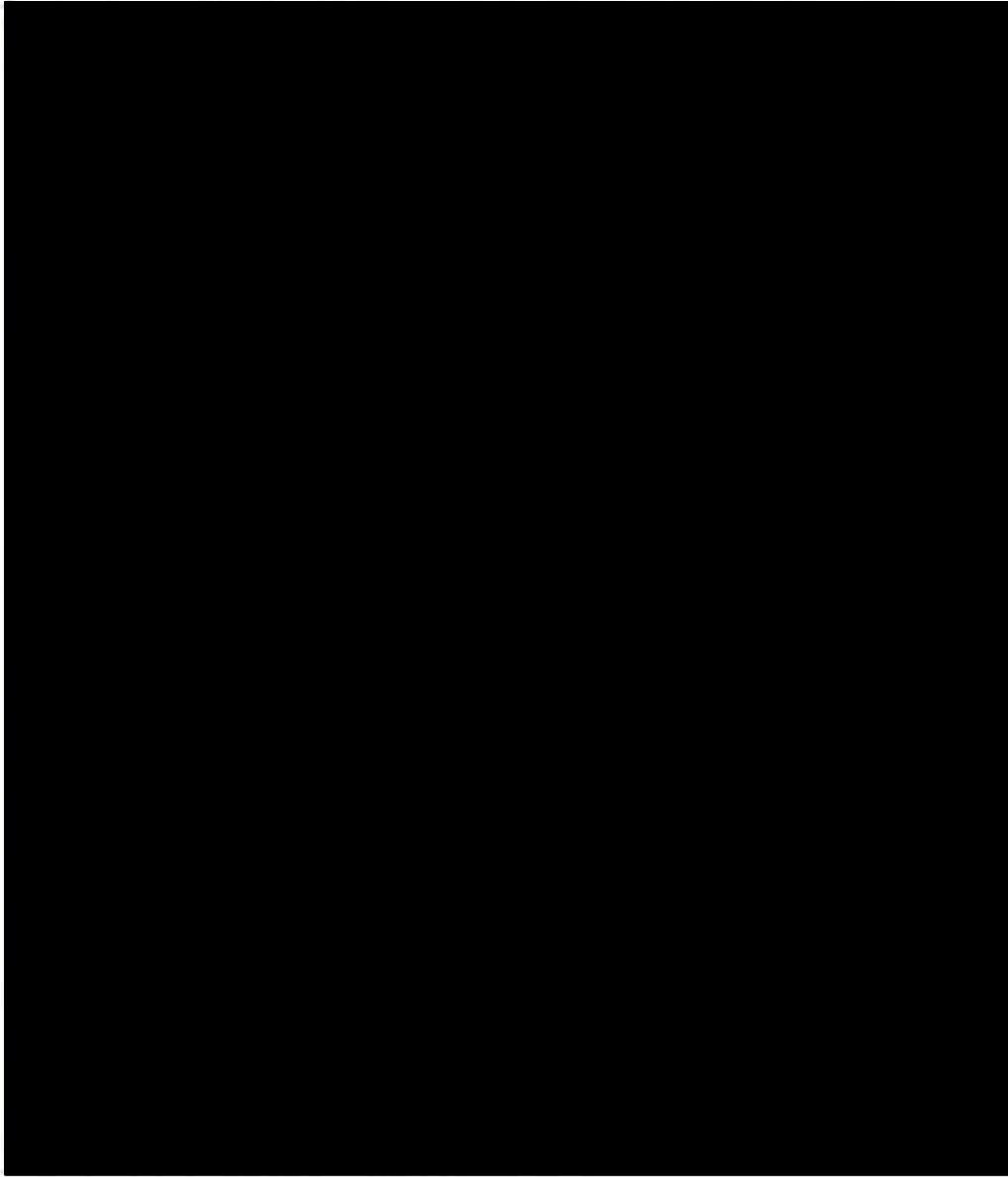
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# Google

## Hiring Do's and Don'ts

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## Hiring Policies and Protocols

# Legal Compliance and Protocols

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## Microsoft Recruiting Protocol Effective June 6, 2005

In order to protect both Microsoft and Google's confidential, proprietary and trade secret information, and to ensure that former employees are encouraged to abide by their contractual obligations, each company has decided unilaterally to implement the following non-contractual and non-binding protocol for employees who change positions between Microsoft and Google. While Microsoft and Google are not committing themselves contractually or in a legally-binding manner, it is the intent of both companies to respect the contractual obligations of each others' employees, and they will consult with each other every six months regarding the effectiveness of these procedures. The companies agree that neither this protocol nor the decision to enter into this protocol should be interpreted as an admission of liability with respect to hiring issues by either company. The companies further agree that this protocol shall not be used or introduced as evidence by either of them in any matter, legal proceeding or settlement discussion, nor be the subject of any external communication other than those that may occur between Microsoft and Google.

In the event an offer of employment is given by one company to an employee of the other company, the offering company will request that the offeree provide notice of the offer acceptance to her or his existing employer within 14 days.

Both Microsoft and Google will specifically advise offer recipients that they are being offered employment solely due to their personal skill and experience, not for their knowledge of their current employer's confidential, proprietary or trade secret information and that they would be expressly prohibited from using any confidential, proprietary and trade secret information. Offer recipients will be further advised that they cannot retain any materials in any form from their former employer if they do accept the new position.

While the offer is pending, offer recipients will be instructed to distance themselves to the extent reasonably possible from exposure to confidential, proprietary or trade secret information distributed by their current employer.

Each company will use reasonable efforts to ensure that new employees hired under these circumstances are not assigned to positions or take on self-directed projects that violate contractual obligations owed to their former employer.

Each company will use reasonable efforts to ensure that new employees hired under these circumstances will not participate in or aid in recruiting other employees of their former employer for one year.





**Special Agreements – a.k.a. “Do Not Touch List”  
Effective March 6, 2005**

We have a special agreement with three companies going forward – Genentech, Intel, and Apple:

For each of these companies, we agreed:

- Not to directly cold call into those companies.
- But, we would accept internal or external references that indicated that an individual was “looking.
- And, of course, we will also accept direct solicitation from a candidate (this will most likely come into play when an individual’s peer has recently joined us).

And please be cautious when recruiting teams from any company to keep our candidates and potential employees safe from legal action. Most companies have non-solicit agreements which would limit or prohibit a candidate from asking a coworker to interview with us as well.





Helping Candidates Comply with Confidential Information  
and Non-Solicit Agreements

**REDACTED-PRIVILEGED**

Revision 0629.2005

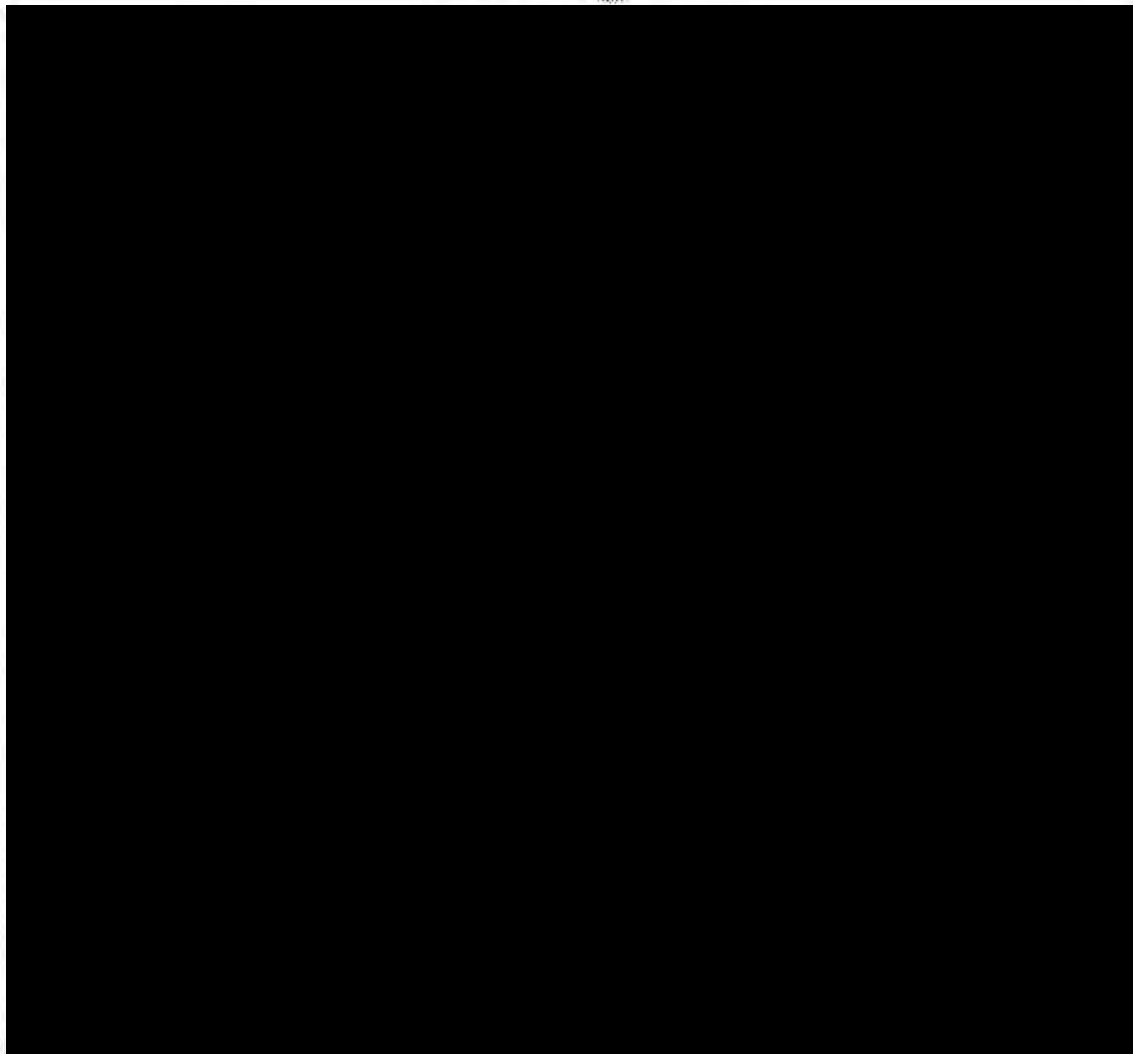
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Google



\_\_\_\_\_  
Signature of Candidate

\_\_\_\_\_  
Name of Candidate (Please print)

\_\_\_\_\_  
Date

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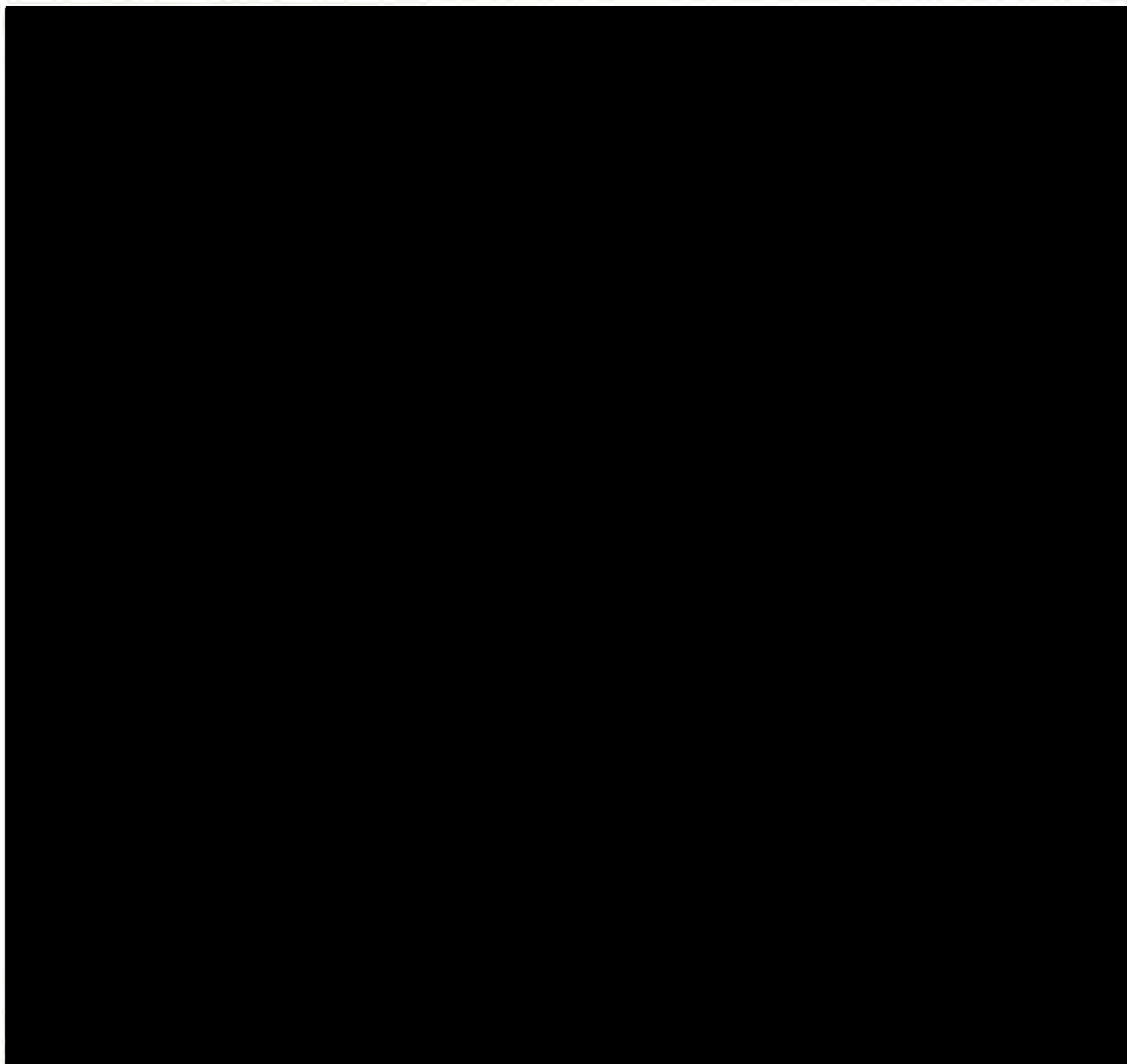
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# Google

## Non-Disclosure Guidelines

To: Google Candidates  
From: Google Staffing



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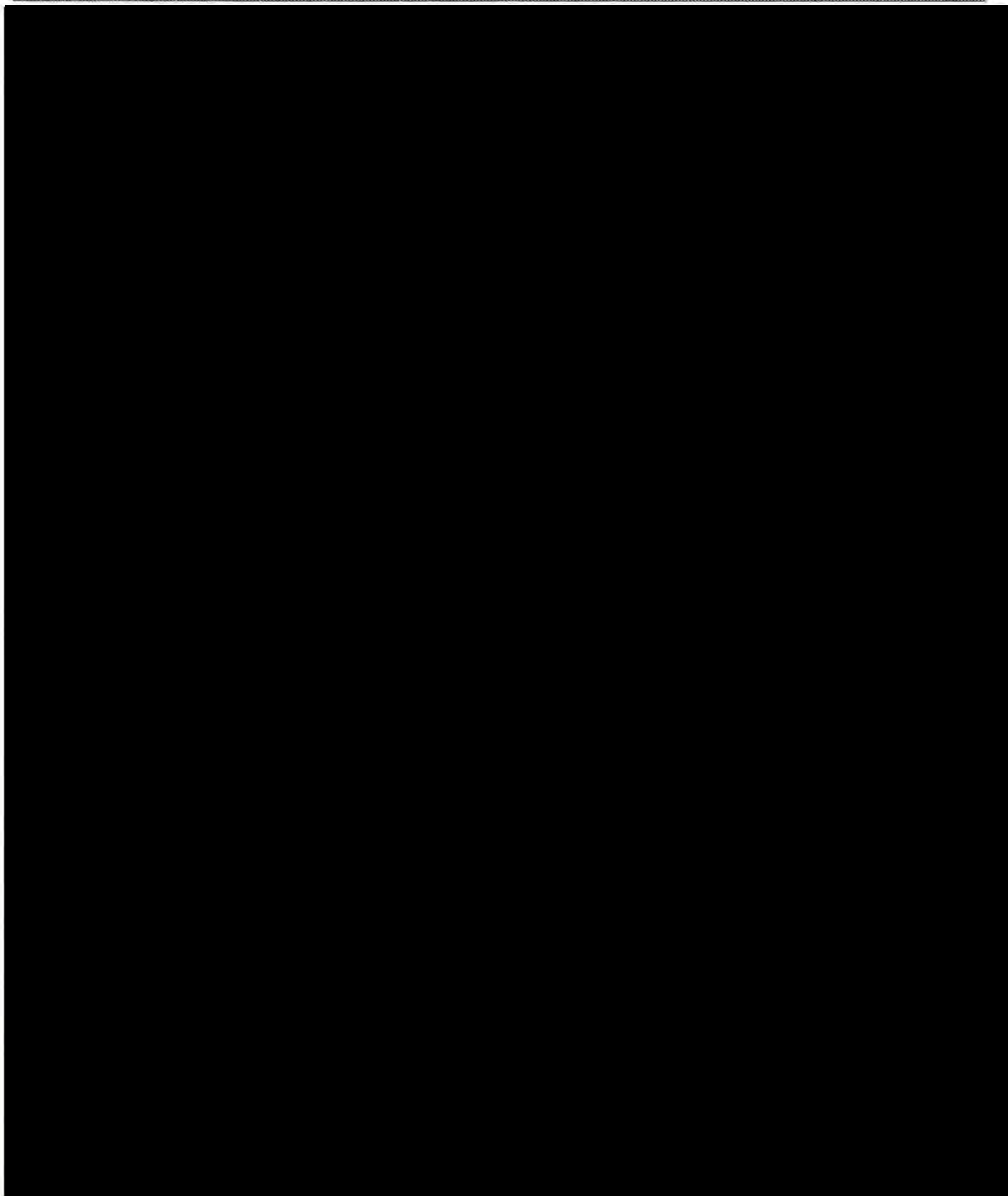
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## Non-Disclosure Agreement



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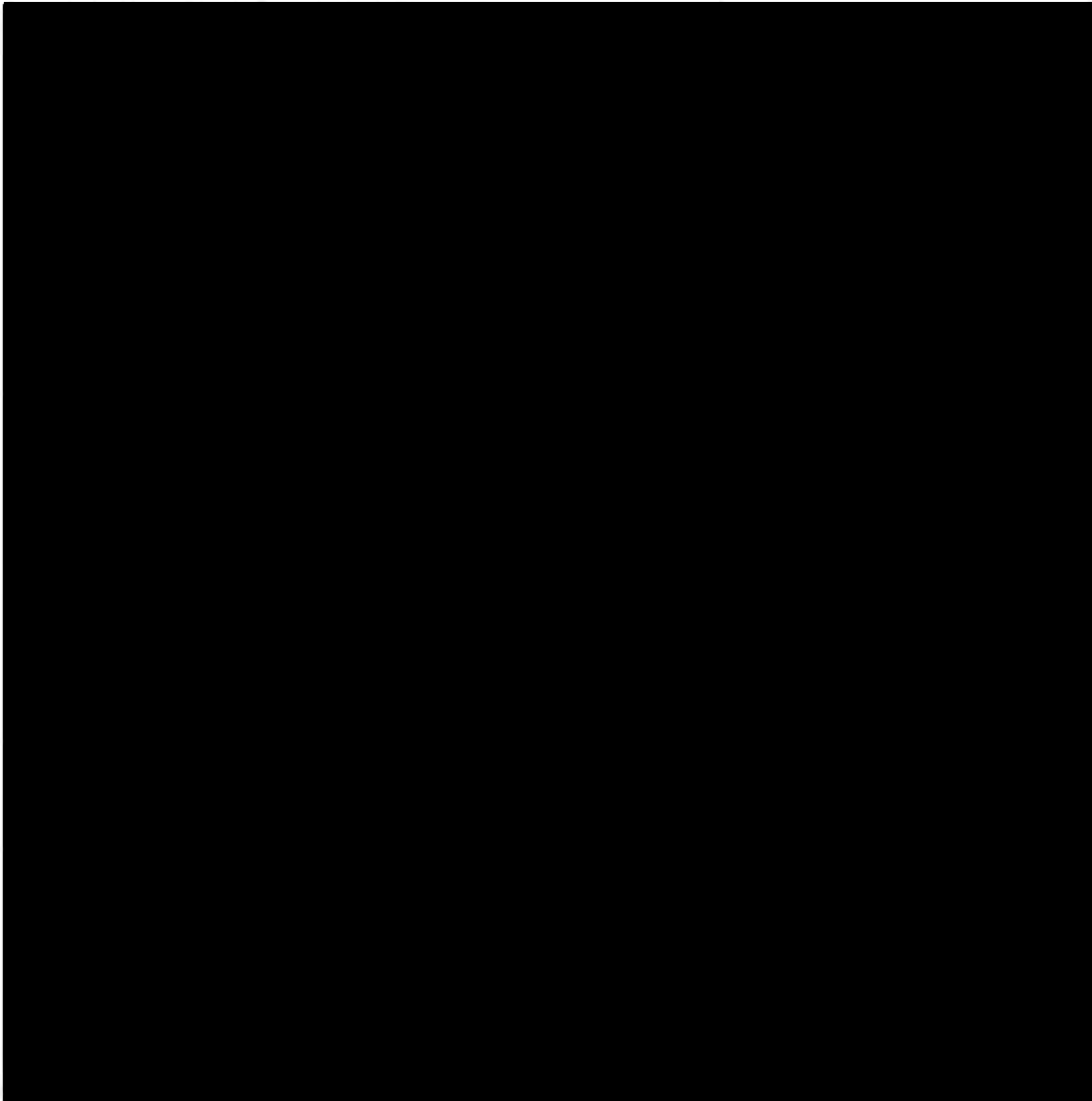
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To: Prospective Googlers  
From: Google Staffing



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## Hiring Policies and Protocols

# General Guidelines and Policies

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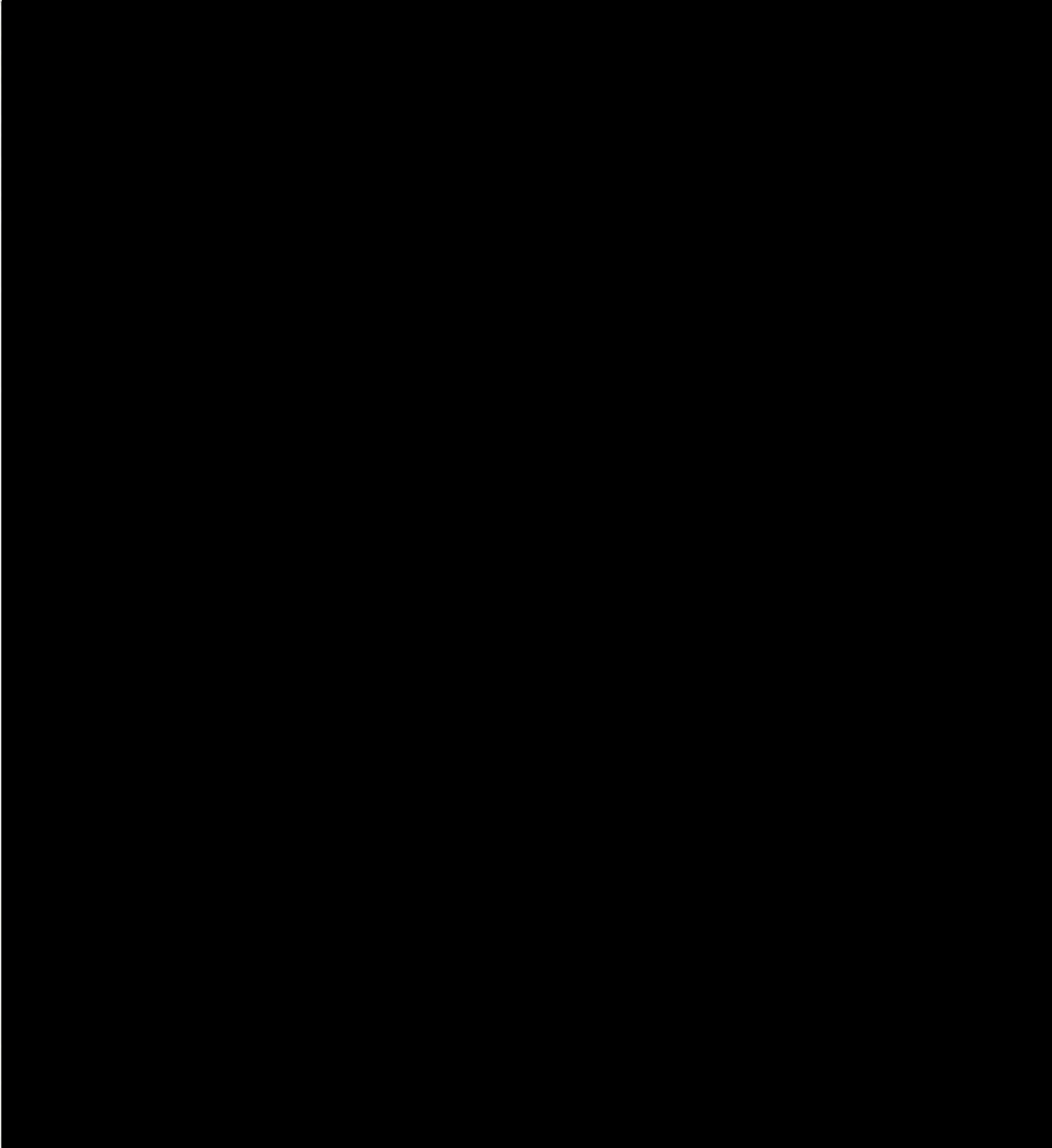
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## Extending an Offer Guidelines for Recruiters



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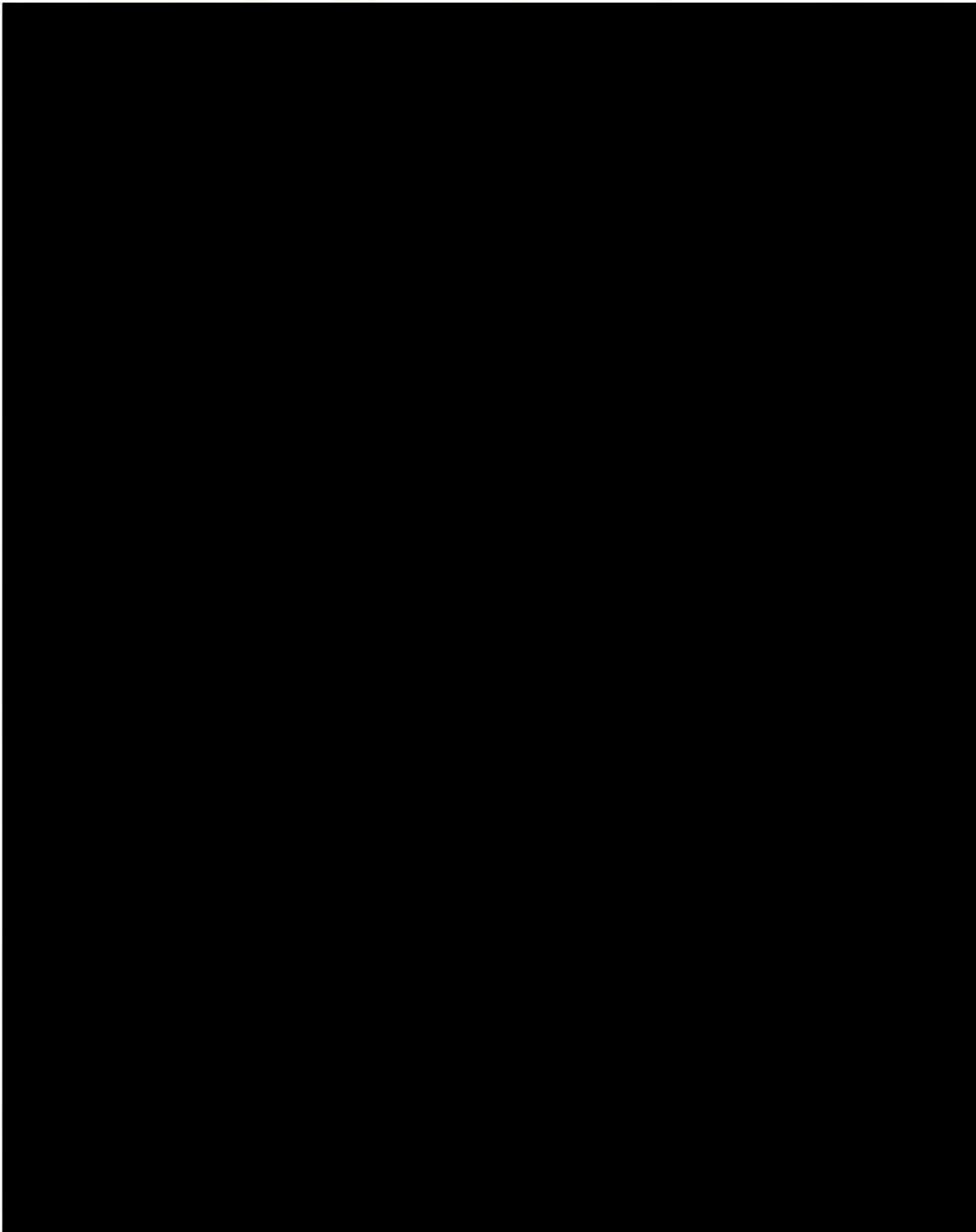
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## Offer Process Roles & Responsibilities



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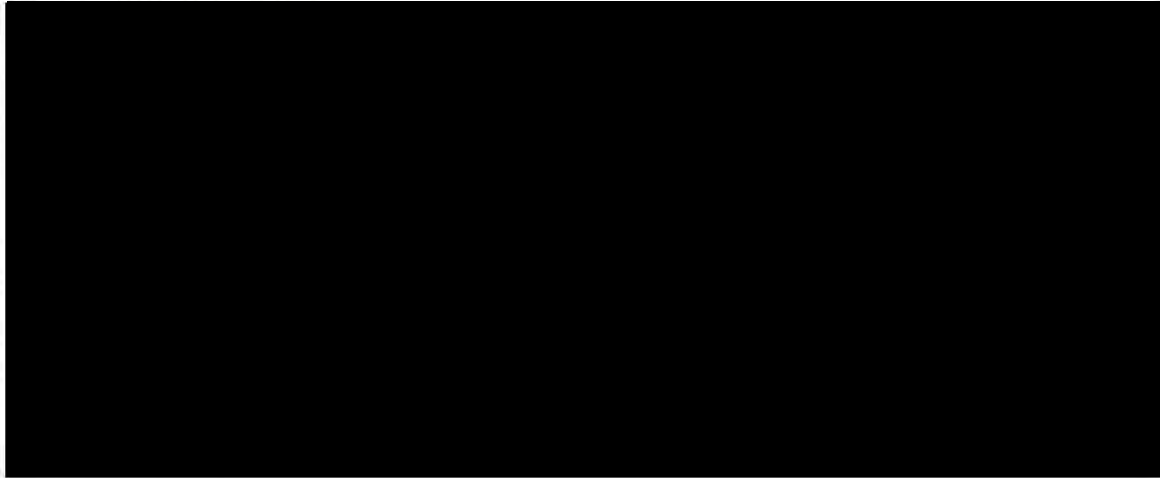
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## Standard Document Distribution Protocol to New Hires

### NDA Guidelines & Welcome Letter Updates



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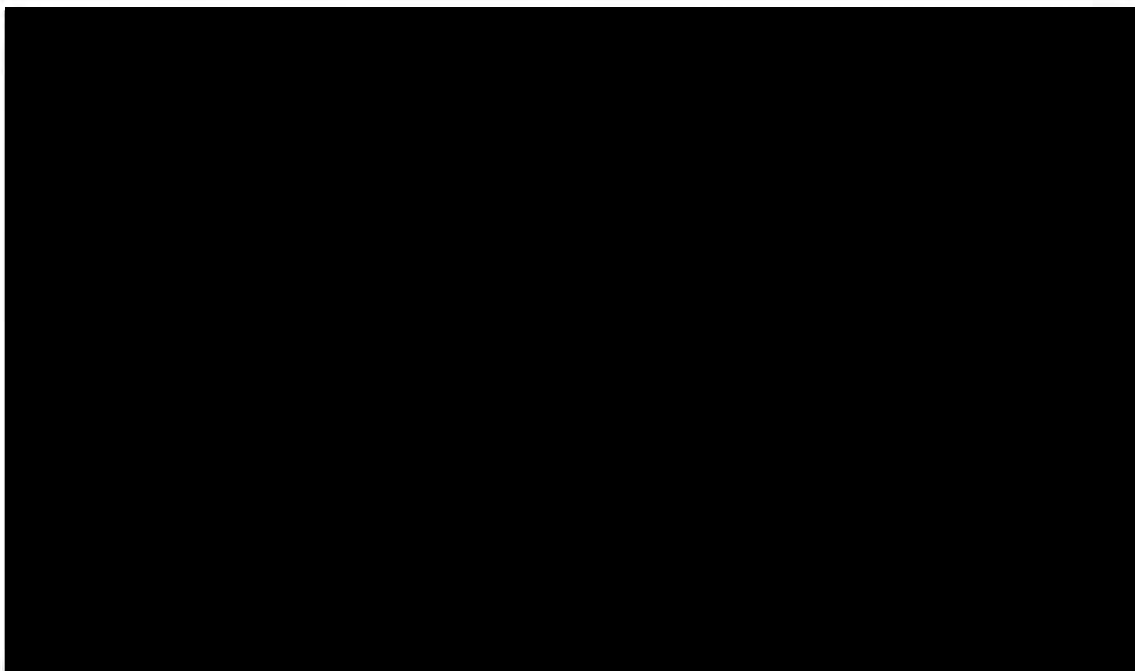
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## Temporary Requisition Guidelines and Protocol



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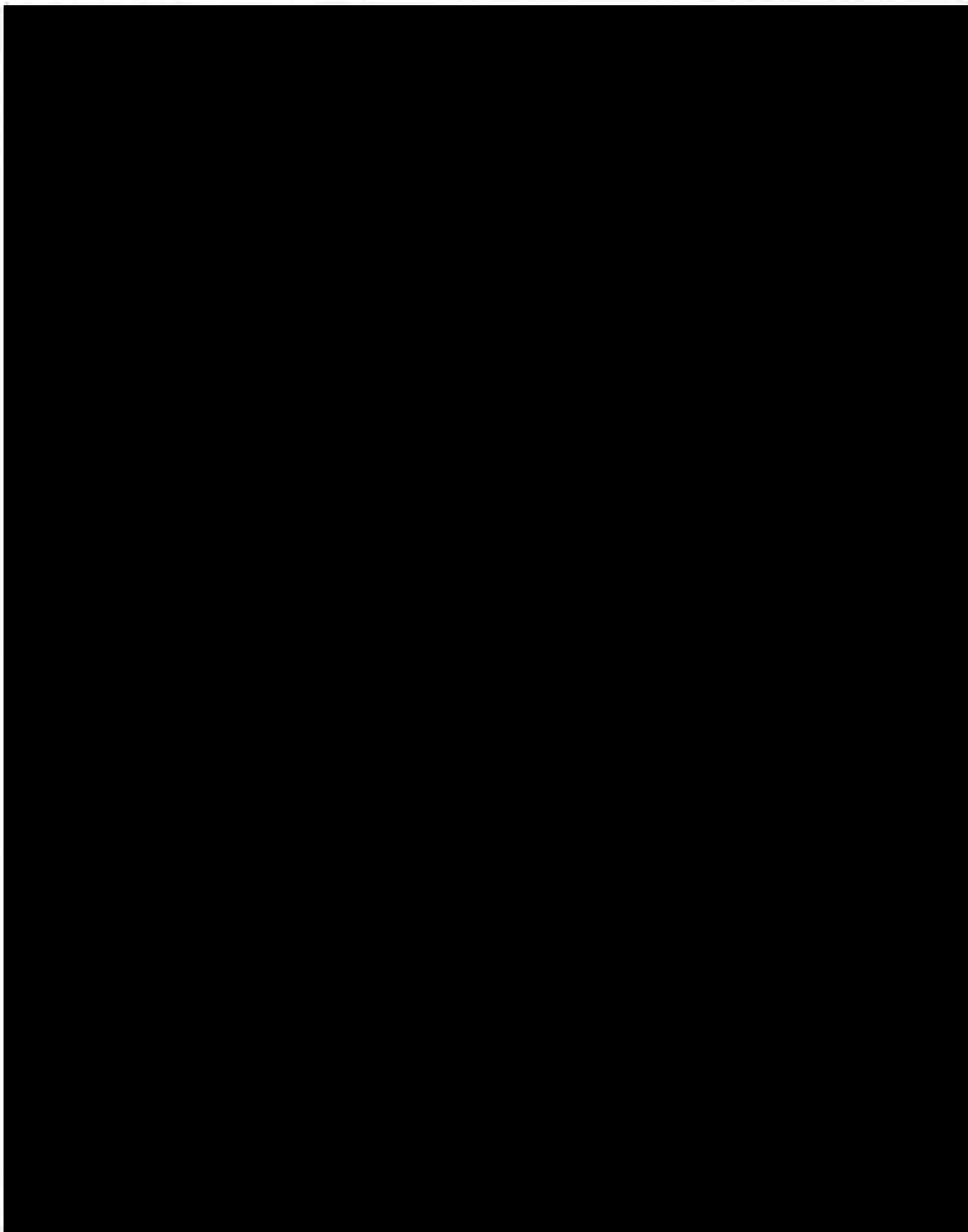
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## Google Sign-On Bonus Policy



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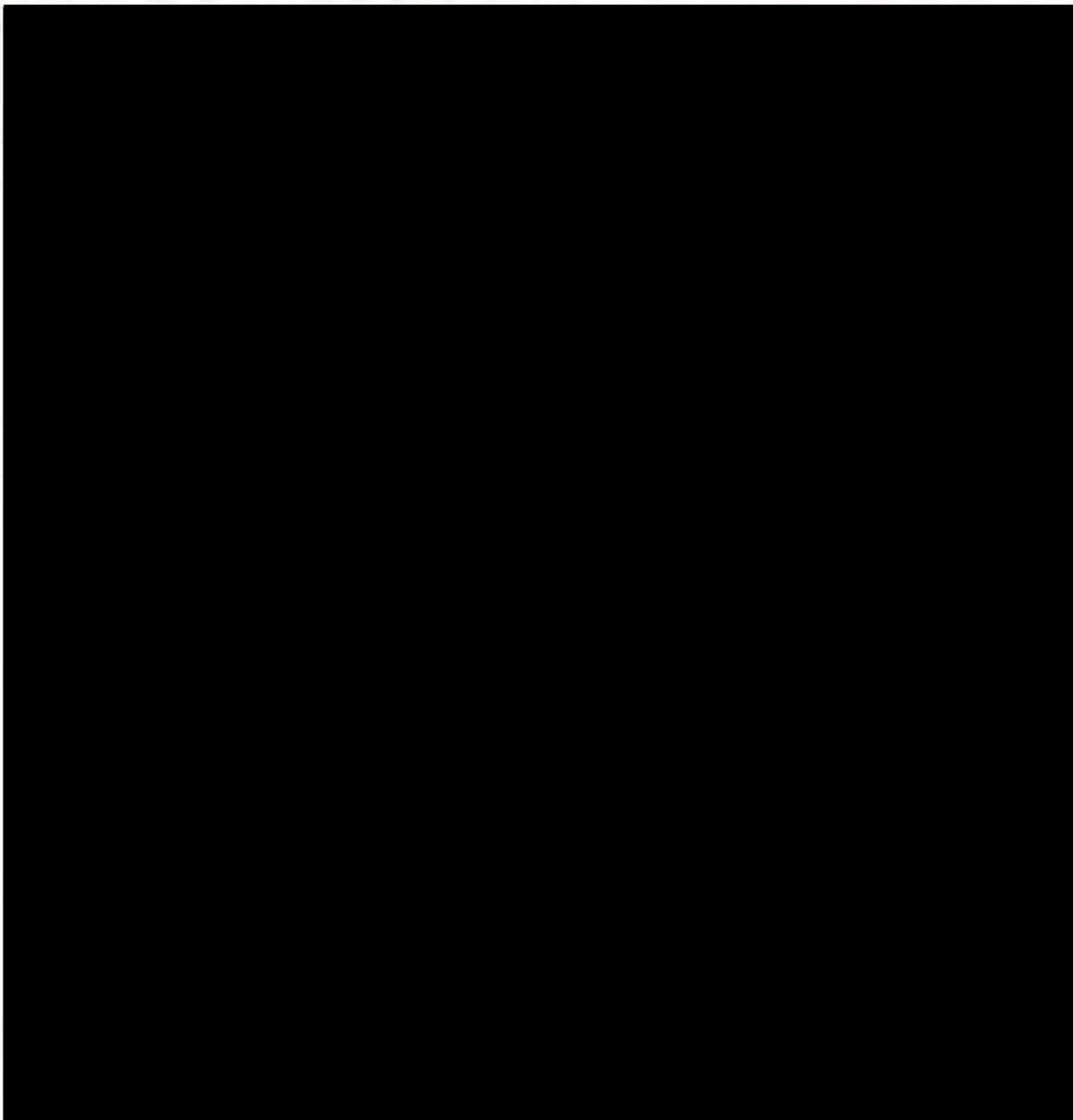
## FREQUENTLY ASKED QUESTIONS

This internal document is intended to offer guidance to U.S. Managers and Recruiters on how to address questions about Google's new Long-term Incentive programs. Separate materials have been prepared for external use. Please contact David Rolefson ([drolefson@google.com](mailto:drolefson@google.com)) for additional information or program materials.

### General Questions on Google Stock Units (GSUs):

#### What's a GSU?

A GSU is an award that entitles the holder to a share of Google stock when the unit vests. One GSU equals one share of Google Class A common stock.





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**Microsoft issued restricted stock units recently. Google's move to GSUs is just another big-company move with no real upside to employees.**

Actually, we structured our grants according to what employees told us they would find most "meaningful" as a new hire. Focus groups conducted internally suggested that candidates would highly value GSUs and would be willing to trade some options for GSUs. Google has responded by offering a mix of both.

**Will GSUs pay dividends?**

No. Since GSUs do not convert to shares of stock until they vest, they do not entitle the holder to dividends, as long as they are unvested. When they do vest, they convert to shares of Google Class A common stock and entitle the holder to all shareholder rights, including rights to receive dividends, if any.

**Can we offer GSUs internationally? Do they work the same way?**

Generally, yes. We can currently offer GSUs to regular, full-time employees in most countries where we are actively hiring, including Australia, Brazil, Canada, China, Germany, Hong Kong, India, Ireland, Israel, Japan, Korea, Mexico, Netherlands, Norway, Russia, Spain, Sweden, Switzerland, and the U.K. In France and Italy we are currently able to offer stock options only. We will continue to update this list as we add employees in new countries and to reflect any changes in local regulatory constraints. Please be aware that due to local laws in some countries, the GSU plan mechanics may vary slightly from U.S. practice. Consult Compensation for applicable current local practices.

**New Hire Award Program**

**Key Messages**

**1) Google's New Hire equity program is designed to offer candidates both:**

- An equity stake in the company's future performance, and
- Meaningful value at grant

That's why our new guidelines offer candidates a combination of traditional stock options and Google Stock Units (GSUs), which entitle the holder to shares of Google stock when the units vest.

**2) Rewarding performance is the cornerstone of our compensation philosophy.**

We believe that by tying actual rewards to individual performance, we more appropriately compensate our employees for their contributions to Google. The number of GSUs a new hire receives is tied to actual performance. Google's culture is based on results, and we don't believe in "resting and vesting" – we want all candidates to understand that we offer very high equity value through our grants, and in exchange, we want high performers who are excited about coming to Google to do real work, both before the GSU grant and throughout the vesting period.

**3) This new hybrid model (stock options plus GSUs) reduces the problem created by potential market volatility.**

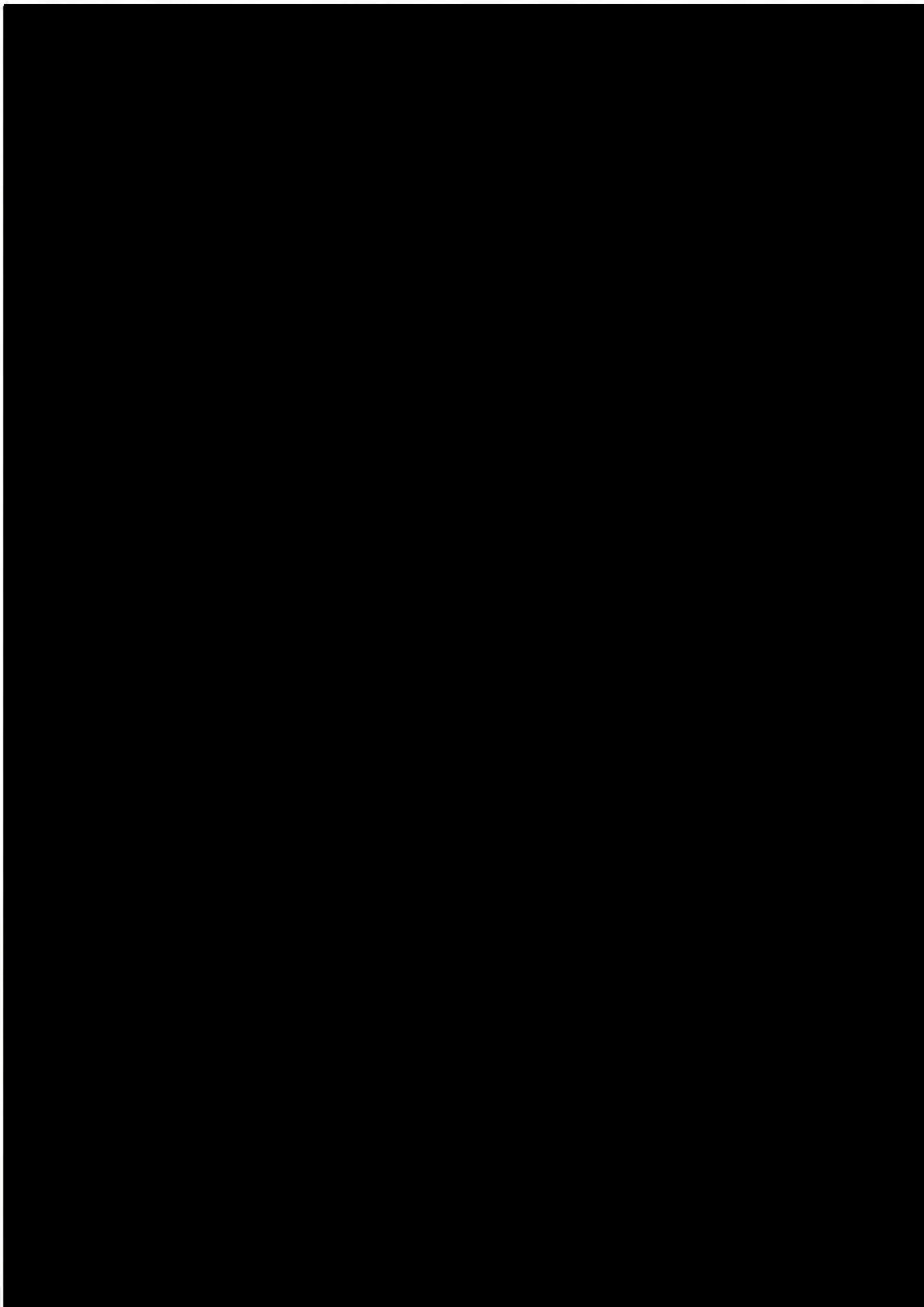
GSUs offer employees immediate "value" and also offer "downside protection" since they have value even if the stock price drops or remains flat.

**What are grant sizes like? Are they smaller? Why?**

In number, grant sizes are smaller. Since GSU value is based on the full underlying share value in addition to any future stock price appreciation, fewer units are needed to "match" the value of stock options, which only have value if the future stock price goes up.

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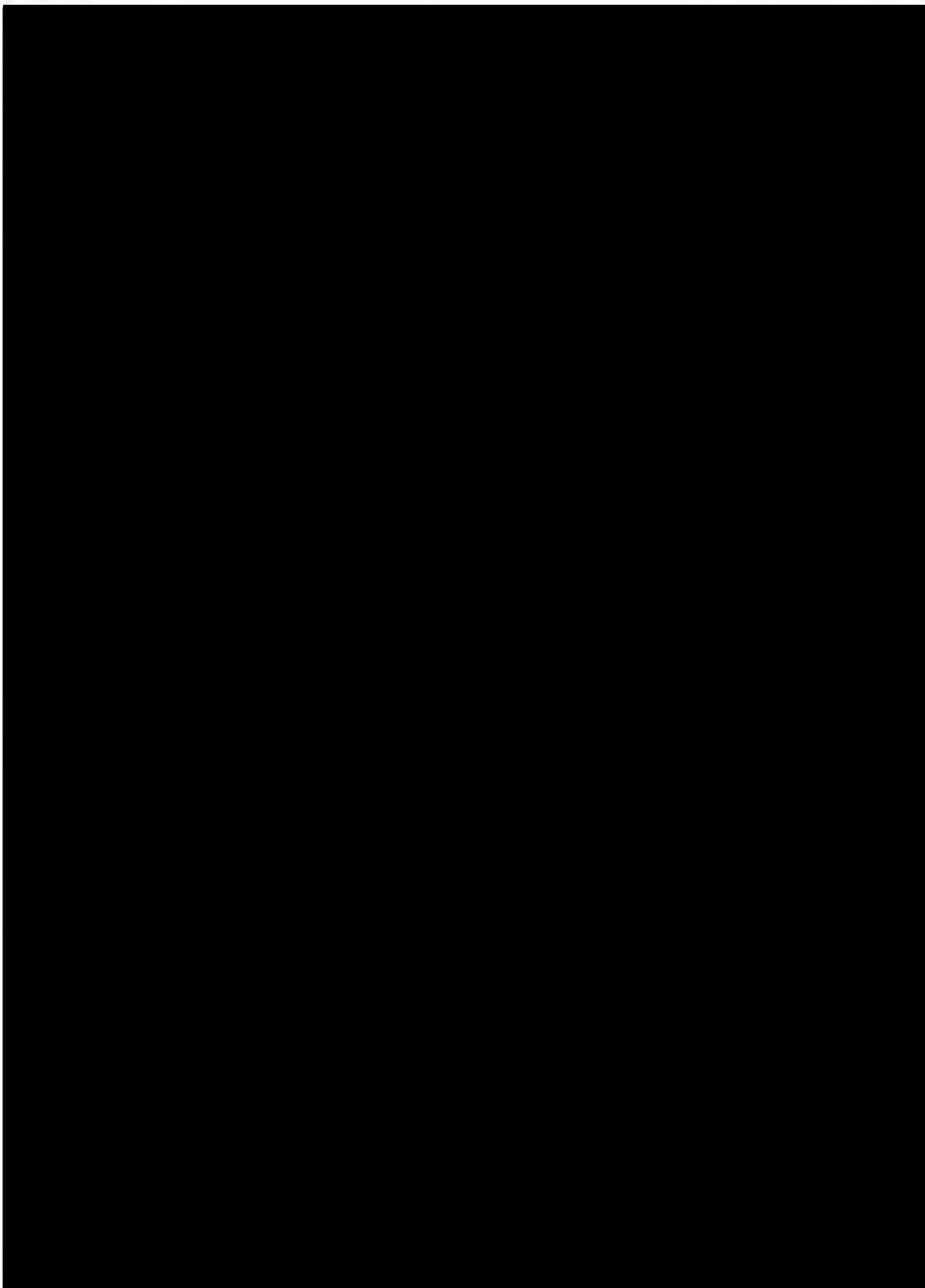
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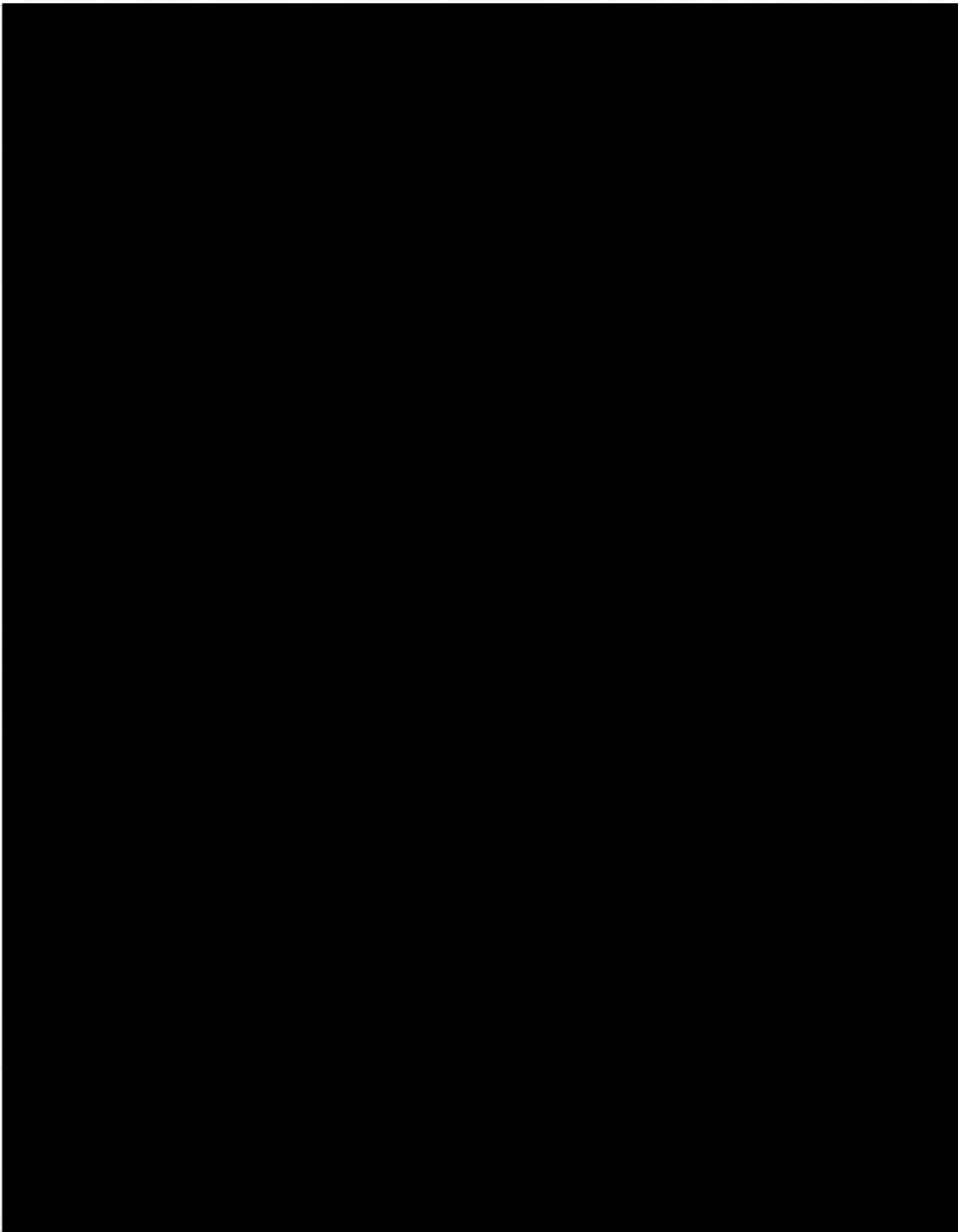
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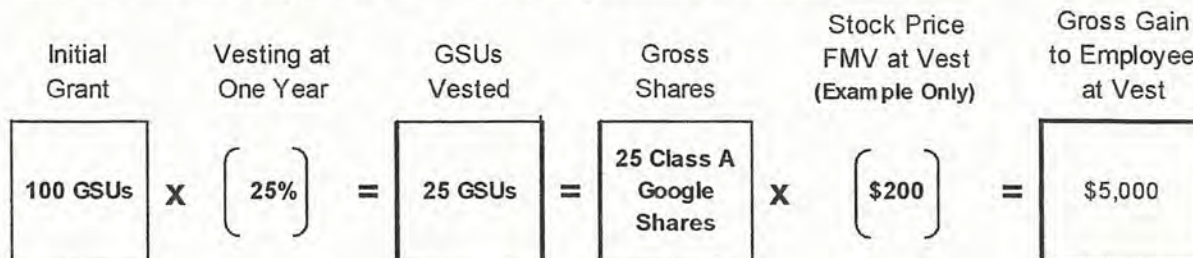




## Google Stock Units

### What is a Google Stock Unit (GSU)?

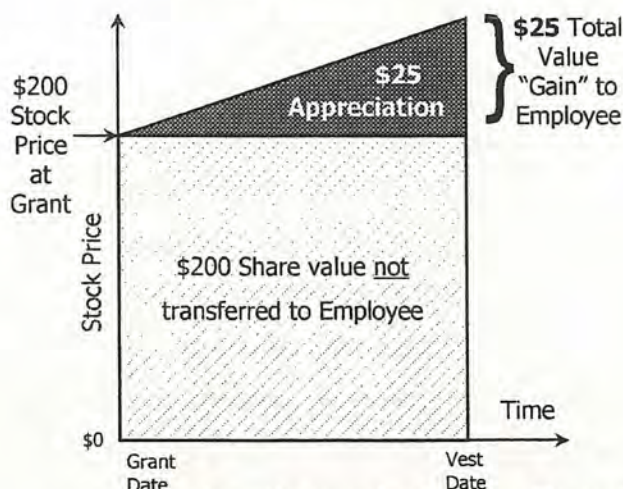
A GSU is an award that entitles the holder to a share of Google stock when the unit vests. One vested GSU equals one share of Google Class A common stock.



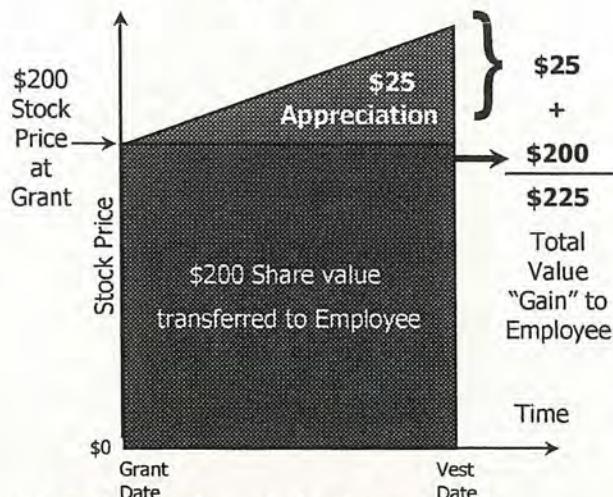
### How exactly does a GSU differ from a regular option?

A GSU differs from a regular option in that the shares are granted automatically upon vest. No "exercise" by the holder is required. Further, the stock price must go up for employee to realize a "gain" with a regular option, and the Googler's gross gain is equal to the future stock price minus the stock price at grant. But with a GSU, the stock price does not need to go up to realize a "gain" – essentially, the gross gain is equal to the full price of the stock on the day of vest. (Gains on both stock options and GSUs are subject to tax.)

#### Stock Option



#### GSU



**Note:** Growth scenario shown as illustrative only and is not intended to be predictive

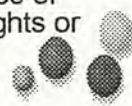
**Are you creating these programs now because you expect Google's stock price to decline?**

No. We're creating these programs because we committed to Googlers that we'd continue to be innovative in the way we deliver rewards. We don't want to do things the way they've always been done. We're simply identifying another means of rewarding employees for their performance, while also offering them a degree of protection from market volatility.

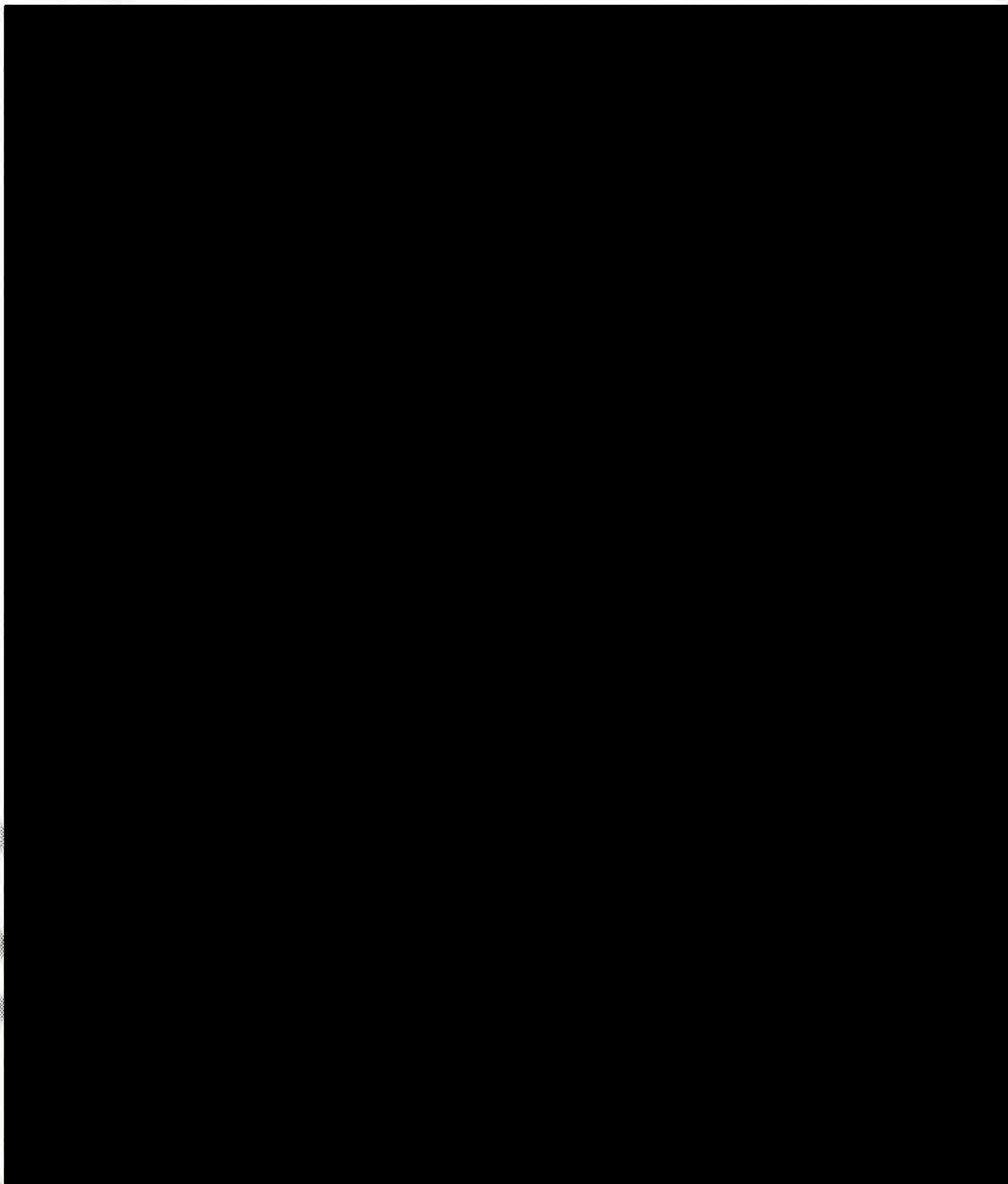
### Is a GSU the same as restricted stock?

Similar, but different. GSUs are not shares of stock, even though they convert to shares of stock upon vesting. As long as units are unvested, holders are not entitled to voting rights or dividends, if any.

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Google



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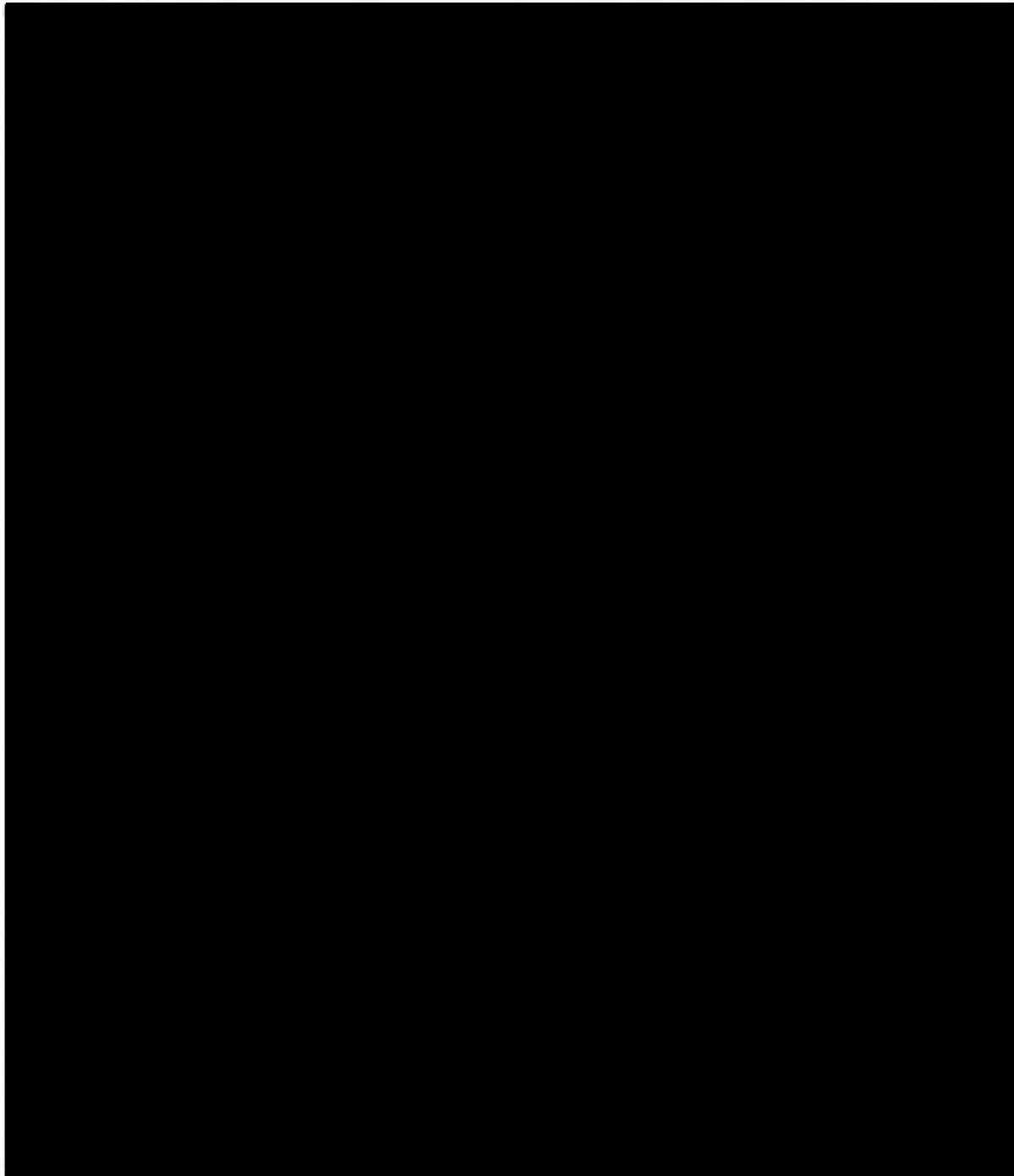
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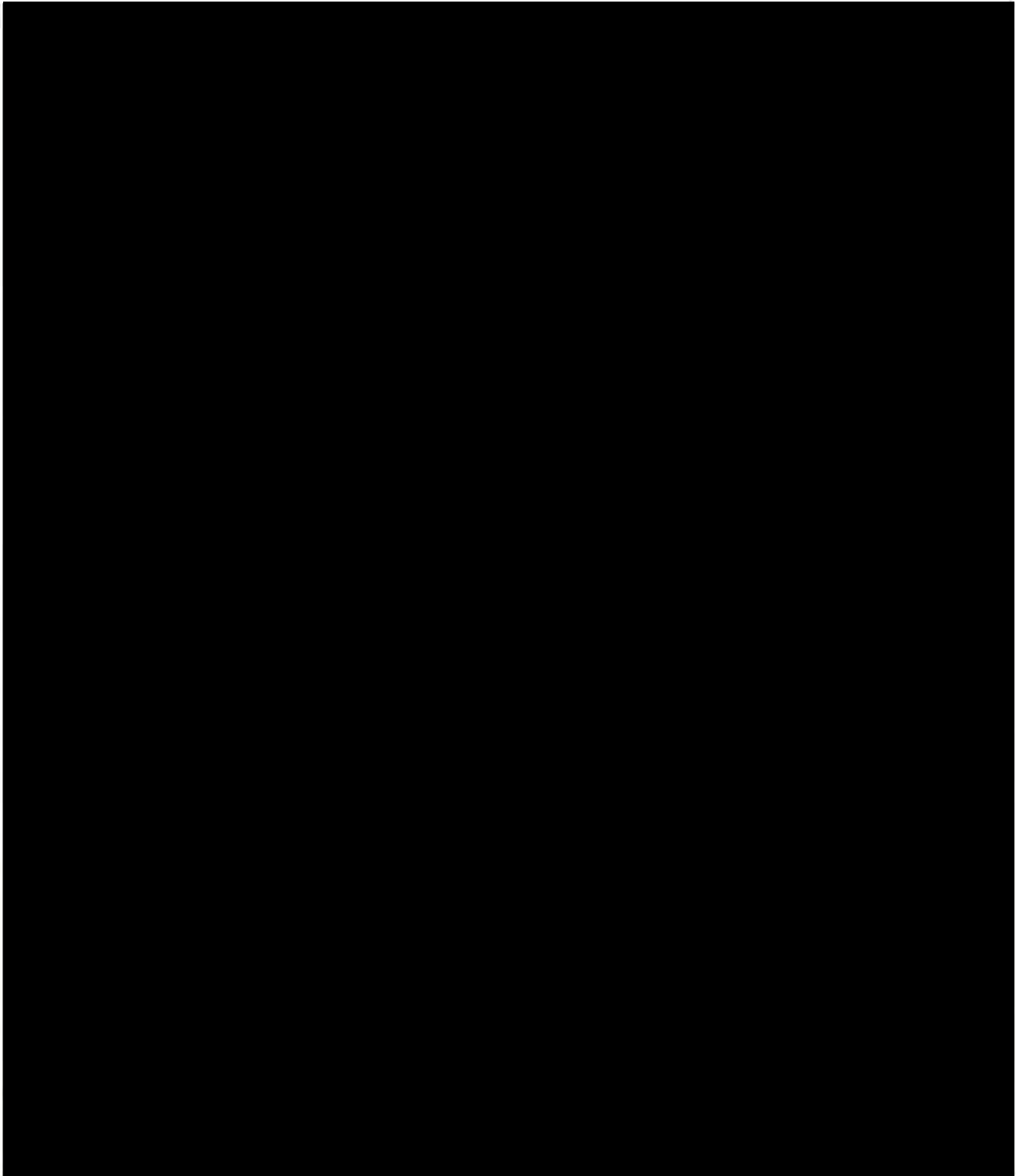


## Candidate Reimbursement Policy (Domestic)





## Candidate Reimbursement Policy (International)



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## Domestic Relocation Policy Plan B – U.S. Regional Moves

The purpose of this policy is to define relocation benefits for employees who are relocating at the Company's request.

[REDACTED]

[REDACTED]

[REDACTED]

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1. [REDACTED]  
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## Domestic Relocation Policy Plan B – U.S. Regional Moves

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## Domestic Relocation Policy Plan C – U.S./Canada Coastal Moves

The purpose of this policy is to define relocation benefits for employees who are relocating at the Company's request.

### Policy

[REDACTED]

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## Domestic Relocation Policy Plan C – U.S./Canada Coastal Moves

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